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**ACCESS AND TEST WELL
LICENSE AGREEMENT**

THIS AGREEMENT by and between Occidental Chemical Corporation, a New York corporation (hereinafter "OxyChem"), and Standard Chlorine of Delaware, Inc., a Delaware corporation (hereinafter "Standard Chlorine"), made this May 21, 1990 day of May, 1990

W I T N E S S E T H:

WHEREAS, under the terms of a certain Consent Order CA No. 88-11 dated November 14, 1988 in the U. S. District Court For the District of Delaware, captioned John E. Wilson, III, Secretary, Department of Natural Resources and Environmental Control, Plaintiff v. Standard Chlorine of Delaware, Inc., a Delaware corporation, Defendant, as amended January 12, 1989, Standard Chlorine is required to conduct a Remedial Investigation/Feasibility Study (hereinafter "RI/FS"), and

WHEREAS, pursuant to the RI/FS, Standard Chlorine has been directed by the State of Delaware Department of Natural Resources and Environmental Control (hereinafter "DNREC") to drill a well on OxyChem's property immediately west of Route 9 in Delaware City, Delaware into the Potomac Aquifer for pump testing to determine the extent to which the Columbia Aquifer and the Potomac Aquifer are interconnected and the potential for vertical migration of contaminants from the Columbia Aquifer to the Potomac Aquifer (hereinafter "Test Well"), and

WHEREAS, Standard Chlorine has requested access to drill the Test Well on OxyChem's property and OxyChem is willing to grant a license for such access under the terms and conditions set forth in this Access and Test Well License Agreement (hereinafter "License Agreement").

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the parties agree as follows:

1. The following documents attached hereto and/or referred to in this License Agreement are incorporated hereby as if fully set forth herein:

Exhibit A - Consent Order dated November 14, 1988, and Amendment thereto dated January 12, 1989.

Exhibit B - RI/FS Work Plan dated August 1989.

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MAY-31-90 THU 10:08

P. 03

Exhibit C - RI/FS Quality Assurance Project dated August 1989.

Exhibit D - Request for Bids for Drilling Services dated November 1989.

Exhibit E Survey OxyChem Property dated 2/25/82.

2. OxyChem hereby agrees to allow Standard Chlorine, and its representative Roy F. Weston, Inc. (hereinafter "Representative") to have access to that portion of OxyChem property depicted on Exhibit E. Standard Chlorine represents to OxyChem that this Test Well is required under the Consent Order contained in Exhibit A and is being conducted pursuant to the direction of the DNREC to determine the extent to which the Columbia Aquifer and the Potomac Aquifer are interconnected and the potential for vertical migration of contaminants from the Columbia Aquifer to the Potomac Aquifer. Other representatives or contractors of Standard Chlorine will not be allowed access to OxyChem property without prior notice and approval in writing.

3. All boring, drilling and/or sampling and the disposal or residues therefrom will be conducted or supervised by Standard Chlorine at Standard Chlorine's expense. All such operations will be conducted in accordance with quality assurance measures, Work Plan and Request for Bids set forth in Exhibits C, B, and D respectively. Any expansion of that Scope of Work will require the written approval of OxyChem. Mr. Jeff Passell, Environmental Manager of the OxyChem Delaware City plant will receive at least a two-week notification of the expected initiation of any such boring, drilling or sampling, specifying its exact location and parameters. Such boring, drilling and/or sampling will be scheduled at a time convenient to OxyChem representatives.

4. Standard Chlorine will split all samples with OxyChem at the time they are taken and provide containers suitable for storage and analysis by OxyChem. Standard Chlorine will further provide OxyChem representatives with prompt access to its sampling results, boring logs, field notes, head space measurements, mechanical scans and other construction and operating details regarding the borings or wells to be installed on OxyChem's property as soon as practicable after such information is furnished or provided to Standard Chlorine by its Representative. Copies of all reports submitted to the DNREC that reference or include the results from the Test Well will also be provided to OxyChem at the time they are submitted to the DNREC.

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MAY-31-90 THU 10:09

5. In addition to the Test Well installation specifications for the Potomac formation on OxyChem property, the following shall be complied with by Standard Chlorine:

Upon completion of reaming out the grout inside the eight (8") inch steel casing to be set approximately ten (10') feet into the confining clay unit beneath the base of the Columbia aquifer, a decontamination step will be required. When the grout has been reamed out to the full depth of the hole, the drilling, rig, rods, and all other equipment used in the reaming process must be decontaminated. The hole must then be thoroughly flushed with clean, potable water until no grout is evident in the return water.

6. Standard Chlorine assumes full responsibility for the proper, legal, and environmentally sound disposal of all excavated soil, drilling mud, groundwater and other residuals and waste that are created by the above-described boring, drilling, testing and/or sampling. Standard Chlorine will be deemed the generator of such disposal and will be so listed on all relevant documentation. Non-hazardous residuals and waste will be containerized and removed from the Test Well drilling site unless otherwise approved by OxyChem in writing. If any such residuals or waste are deemed hazardous, Standard Chlorine will be listed as the generator and its EPA identification number used on all manifests and other documents. Such waste will be sent by Standard Chlorine to a permitted hazardous waste treatment or disposal site.

7. Standard Chlorine agrees to fully defend, hold harmless and indemnify OxyChem for all damages, losses, claims, injuries, liabilities, and expenses that may arise in connection with the Test Well including, but not limited to, the above-described boring, drilling, testing, and/or sampling, and/or the presence of injuries, sickness and/or death to employees, agents, representatives or contractors of Standard Chlorine on OxyChem property. Standard Chlorine further agrees to defend, hold harmless and indemnify OxyChem in connection with all excavated soil, drilling mud, groundwater and other residuals and waste created by the above-described boring, drilling, testing, and/or sampling including but not limited to potential strict, joint and several liability under the Federal Comprehensive Environmental Response Cleanup Liability Act (Superfund) or any other applicable law, regulation or governmental action that arises before or after the date of this License Agreement.

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8. If, as a result of activities undertaken by Standard Chlorine and/or its Representative pursuant to this Agreement and License, contamination occurs on OxyChem property for which Standard Chlorine is shown to be responsible, Standard Chlorine agrees to undertake any investigation properly required of it by the DNREC to determine the extent of such contamination, and to take any associated appropriate response action required of it by an applicable regulatory agency, including the environmentally sound cleanup of such contamination to the level specified by the DNREC or EPA. Standard Chlorine further agrees to hold harmless and indemnify OxyChem from any claim by any applicable regulatory body directly related to such contamination.

9. The license granted under this License Agreement shall terminate upon the completion of the one (1) pump test and one (1) sampling program specified as in Exhibit B, unless extended by OxyChem in writing. Upon termination of this License Agreement, Standard Chlorine shall, at its sole cost and expense, promptly plug the Test Well and in a manner approved by OxyChem, restore the surface of the property and any installations thereon to the same condition, including, but not limited to, replacement of walks, parking areas, fences and ground cover, to the same condition that existed prior to this License Agreement.

10. OxyChem shall at all times have the right to make such use of its property herein as shall not be inconsistent with the exercise by Standard Chlorine of its access rights under this License Agreement.

11. This License Agreement shall not be assigned by Standard Chlorine without the express written consent of OxyChem.

12. This License Agreement contains the entire agreement of the parties and supercedes all prior understanding, discussions or agreements between the parties or any third parties. Paragraphs 6, 7, 8 and 9 hereinabove shall survive termination of this License Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands by their duly authorized representatives as of the day and year first written above.


OCCIDENTAL CHEMICAL CORPORATION

STANDARD CHLORINE OF DELAWARE,
INC.

By:


Robert A. Robertson

By:



Title: Vice President - Manufacturing
Electrochemicals & Specialty
Products

Title: 

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MAY -31-90 THU 10:10

STATE OF TEXAS

COUNTY OF DALLAS

SS:

BEFORE ME, the undersigned notary public in and for said County and State, on this day personally appeared Robert A. Roberson, known to me to be the Vice President - Manufacturing, Electrochemicals & Specialty Products Group, of Occidental Chemical Corporation, and acknowledged that he executed the foregoing Access and Test Well License Agreement as the act and deed of said corporation.

WITNESS my hand and seal this 29th day of May, 1990.

Linda Stokdyk
Notary Public

My commission expires: 10/14/92

STATE OF DelawareCOUNTY OF New Castle

SS:

BEFORE ME, the undersigned notary public in and for said County and State, on this day personally appeared Thomas E. [Signature], known to me to be the Vice President, of Standard Chlorine of Delaware, Inc., and acknowledged that he executed the foregoing Access and Test Well License Agreement as the act and deed of said corporation.

WITNESS my hand and seal this 21st day of May, 1990.

Thomas J. [Signature]
Notary Public

My commission expires: 11-9-1994

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